



July 26, 2010

via CERTIFIED MAIL

Grave Bartle Marcus & Garrett, LLC
Mr. Matthew V. Bartle
1100 Main Street, Suite 2700
Kansas City, MO 64105

RE: **MSE DISTRIBUTING, INC., AUTOLADY, INC. AND GMF ENTERPRISES**
Request for Arbitration

Dear Mr. Bartle:

We are in receipt of your letter dated June 21, 2010 concerning the subject agencies, and their request for arbitration. The Agency Agreements (the "Agreements") Section 17 – Arbitration, states that Arbitration shall occur *"If an irreconcilable difference of opinion should arise as to the interpretation of this agreement and the dispute cannot be resolved informally, the dispute shall be settled by arbitration"*. As of the date of this letter, we have not been made aware of any disagreements concerning the Agreements, or the interpretation thereof. Furthermore, as of today's date, none of the Agreements have been terminated.

Your letter states the source of disagreement being over the payment of commissions after termination of the Agreements. As stated above, the Agreements are still in-force, and have not been terminated. In this particular case, there does not appear to be a need for the requested arbitration. As the clients in this case are still active with us, we are optimistic that we might be able to review/discuss the matters which have led to this point, to ensure that we are on the same page, and hopefully come to an agreement outside of arbitration.

If you have any other information regarding this matter, which may help us understand where the perceived disagreement exists, that would be helpful. Please contact me directly to discuss further. I may be reached at 877-881-2244, x15613 M-F MDT.

Sincerely,

Carmen C. Torres FLMI, ARA
Vice-President, Client Services

Cc: John Sullivan, Thomas Henry, Susan Hanley